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Attorneys for Plaintiff
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**DECLARATION OF JOSEPH P.
McMONIGLE IN SUPPORT OF
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION TO COMPEL FURTHER
RESPONSES TO WRITTEN DISCOVERY
AND TO COMPEL THE DEPOSITIONS
OF WILLIAM HOOPER AND PATRICK
POWERS**

Date:
Time:
Courtroom:
Judge:

Action Removed: July 13, 2007
Trial Date: April 7, 2008

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1 1. I am an attorney licensed to practice law in the State of California and am licensed
2 to practice before the United States District Court for the Northern District of California. I am a
3 partner with Long & Levit, LLP, attorneys of record for Plaintiff RICHARD TRAVERSO.

4 2. This declaration is made in support of Plaintiff's Motion to Compel Further
5 Responses to Written Discovery. I have personal knowledge of the matters stated herein and if
6 called upon to testify could and would competently do so.

7 3. The RFD and SPROG that are still in dispute seek documents and information in
8 three categories: (1) the factual basis for Clear Channel's contention that the Lease did not
9 terminate on February 28, 2007; (2) Clear Channel's advertising rates and contracts on all
10 Skyway billboards; and (3) Clear Channel's land leases on those billboards. Clear Channel
11 propounded the same discovery on Plaintiff.

12 4. Clear Channel still (1) has not made clear its position on the date the Lease
13 terminated; (2) refuses to produce any Skyway advertising rates or contracts; and (3) has only
14 produced partial information on nine Skyway land leases.

15 5. Clear Channel has produced typed lists of numbers that purport to be gross and net
16 advertising revenues Clear Channel received on 17 Skyway billboards for portions of 2006 and
17 2007. Attached as Exhibit A to this Declaration is a true and correct copy of the typed lists of
18 numbers Clear Channel produced in this case.

19 6. Clear Channel produced only nine land leases for 35 Skyway billboards, and six of
20 those leases were incomplete, including Leases 16102, 18267, 19172, 19182, 15807, and 49191.

21 7. I defended Plaintiff at his day long deposition on February 6, 2008. Attached as
22 Exhibit B is a true and correct copy of excerpts from a rough draft of the transcript of Richard
23 Traverso's deposition testimony. The excerpts accurately reflect Mr. Traverso's deposition
24 testimony. At Mr. Traverso's deposition, Clear Channel's counsel quizzed Plaintiff on Skyway
25 **advertising rates**, such as the list price for a Skyway sign, and the information in Skyway
26 advertising contracts, such as the impact of the **contract term** on the advertising revenue that
27 could be commanded. Rough Draft Traverso Depo. Transc., 26:9-23; 39:3-22; 122:16-25;

124:21-125:8; 125:24-126:7, Ex. B. Clear Channel's counsel also questioned Mr. Traverso on the relationship between land lease rent and advertising revenue in **advertising contracts**. *Id.* at 29:20-30:21. And, in particular, "**along the Skyway**," the percentage of advertising revenue "**of any sign**" that a billboard company is paying in rent. *Id.* at 86:22-87:13. Clear Channel's counsel said that he was "**going to try to drill into this a little further**" and then asked if Mr. Traverso had "any written records reflecting the rent that's being paid" on specific Skyway billboards. *Id.* at 88:4-22. Clear Channel's counsel later asked again if Mr. Traverso was aware "**of any signs along the Skyway**" for which a billboard company was paying a certain percentage of net advertising revenue in rent. *Id.* at 153:3-7. Clear Channel's counsel also inquired about the relationship between **sign size**, on the one hand, and land lease rent and advertising revenue, on the other. *Id.* at 32:11-33:12; 87:8-23; 88:4-15; 129:6-130:8. Clear Channel's counsel asserted that whether there was an **advertiser** on a sign was "pertinent to the value of a sign." *Id.* at 38:18-25. Clear Channel's counsel observed the connection between revenue in **advertising contracts** in 2007, and whether there were any spikes in the billboard advertising revenue market that year. *Id.* at 41:1-16. Clear Channel's counsel asked Mr. Traverso about **agency commissions** and **net advertising revenue** in relation to advertising contracts. *Id.* at 38:12-39:25. Clear Channel's counsel asserted that what Mr. Traverso was "**advocating for rent**" on his two Skyway billboards was relevant because "fair market value of the property is directly at issue." *Id.* at 47:3-8. Clear Channel's counsel also interrogated Mr. Traverso on his knowledge of **land lease** rents of "**any signs**" "**along the Skyway**." *Id.* at 74:7-77:25. Clear Channel's counsel stated: "I am trying to get to your knowledge of any signs that are being rented by an owner of property to a billboard company or someone else at or greater than \$30,000 a month along the Skyway." *Id.* at 78:11-14. Clear Channel's counsel questioned Mr. Traverso on his **Skyway inventory and his advertising rates** for his two Skyway billboards. *Id.* at 102:4-111:13. Clear Channel's counsel questioned Mr. Traverso on the **Skyway advertising contracts** produced by Traverso. *Id.* at 111:14-130:8. When asked whether this line

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1 of questioning was relevant, Clear Channel's counsel affirmed that it was. *Id.* at 118:5-19.

2 I declare under penalty of perjury under the laws of the United States that the foregoing is
3 true and correct.

4 Executed this 11th day of February 2008 in San Francisco, California

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6 By: 
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